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OF COUNSEL
URBAN A. LESTER

April 15, 1999

RECORDATION NO.

22079-C
FILED
TS

APR 15 '99

2-30PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Acceptance Notice, dated April 15, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document related to the Equipment Leasing Agreement previously filed under Recordation Number 22079.

The names and addresses of the parties to the enclosed document are:

Lessor: First Security Bank
79 South Main Street
Salt Lake City, Utah 84111

Lessee: Alabama Power Company
600 North 18th Street
Birmingham, Alabama 35203

A description of the railroad equipment covered by the enclosed document is:

300 railcars bearing reporting marks and road numbers JHMX 99481 through JHMX 99720 and JHMX 991321 through JHMX 991380

Mr. Vernon A. Williams
April 15, 1999
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 22079-C

FILED 13

ACCEPTANCE NOTICE

APR 15 '99

2-30PM

Acceptance Date: April 15, 1999

This Acceptance Notice is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions of, the Equipment Leasing Agreement dated as of March 19, 1999 between the undersigned as the Lessor and the Lessee (herein, as amended and supplemented from time to time, called the "Lease") and Lease Supplement No. 1, dated as of March 19, 1999.

The Lessee hereby (a) acknowledges and certifies that (i) each Item of Equipment described on Schedule 1 attached hereto has been selected by, delivered to, and inspected by, the Lessee, and (ii) the Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item; and (b) accepts each such Item for lease under the Lease as of the date hereof.

The Lessor and the Lessee hereby agree that each Item of Equipment described on Schedule 1 attached hereto is hereby leased by the Lessee from the Lessor under and subject to all of the terms, conditions and provisions of the Lease and Lease Supplement No. 1; that the Term with respect to each such Item commences on the date hereof and that such date is the "Acceptance Date" thereof; and that Equipment Cost for all Items of Equipment covered by this Acceptance Notice is as set forth below.

Total Number of Items of Equipment listed on Schedule 1 hereto: 300

The total Equipment Cost of the Equipment delivered hereunder and listed in Schedule 1 hereto is \$19,415,754.00.

The Applicable Rate hereunder is 6.51%.

The Interim Rent shall be: _____.

The Lessee hereby agrees to pay the Interim Rent and the Basic Rent for all Items of Equipment covered by this Acceptance Notice in the amounts and at the times specified in Lease Supplement No. 1, reaffirms its acknowledgments and agreements in Section 8 of the Lease and certifies that its representations and warranties set forth in Section 20 of the Lease and in any related certificate delivered to the Lessor are true and correct on the date hereof.

All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Acceptance Notice to be duly executed by their duly authorized representatives as of this 15 day of April, 1999.

Lessee:

Attest:

ALABAMA POWER COMPANY

By: Patsy B. Southerland
Name: Patsy B. Southerland
Title: Assistant Secretary

By: William B. Hutchins, III
Name: William B. Hutchins, III
Title: Executive Vice President
Chief Financial Officer & Treasurer

(Corporate Seal)

Lessor:

Attest:

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual
capacity but solely as Owner Trustee, as
the Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Corporate Seal)

STATE OF ALABAMA

COUNTY OF Jefferson, ss:

On this 14th day of April, 1999, before me personally appeared W.B. Hutchins to me personally known, who being by me duly sworn, says [s]he is the EVP and CFO of **ALABAMA POWER COMPANY**, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kimberly S. Thift
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 11-25-2000

IN WITNESS WHEREOF, the parties hereto have caused this Acceptance Notice to be duly executed by their duly authorized representatives as of this 15 day of April, 1999.

Lessee:

Attest:

ALABAMA POWER COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Corporate Seal)

Lessor:

Attest:

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual
capacity but solely as Owner Trustee, as
the Lessor

By: Megan Charlesworth
Name: Megan Charlesworth
Title: Assistant Trust Officer

By: Brett R. King
Name: Brett R. King
Title: Assistant Vice President

(Corporate Seal)

STATE OF ALABAMA

COUNTY OF _____, ss:

On this ____ day of _____, 1999, before me personally appeared _____, to me personally known, who being by me duly sworn, says [s]he is the _____ of **ALABAMA POWER COMPANY**, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

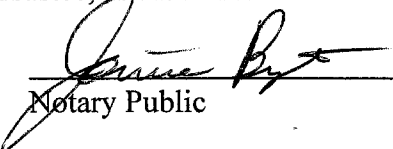
Notary Public

My Commission Expires: _____

STATE OF UTAH

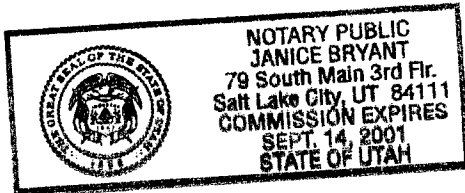
COUNTY OF SALT LAKE, ss:

On this ___ day of APRIL, 1999, before me personally appeared BRETT R. KING, to me personally known, who being by me duly sworn, says [x] he is the Assistant Vice President of **FIRST SECURITY BANK, NATIONAL ASSOCIATION**, not in its individual capacity but solely as Owner Trustee, as the Lessor, that the seal affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and [s] he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association, not in its individual capacity but solely as Owner Trustee, as the Lessor.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____



Schedule 1

TRINITY MANUFACTURING

<u>TOTAL #</u> <u>OF CARS</u>	<u>APPROX</u> <u>DEL DATE</u>	<u>CAR</u> <u>NUMBERS</u>	<u># OF</u> <u>CARS</u>	<u>BRAKES</u>	<u>CARS</u>	<u>TOTAL</u> <u>COST</u>	<u>CUMULATIVE</u> <u>COST</u>
60	22-Mar	JHMX 991321-991380	60	\$ 3,000.00	\$ 61,719.18	\$ 3,883,150.80	\$ 3,883,150.80
180	24-Mar	JHMX 99481-99600	120	\$ 3,000.00	\$ 61,719.18	\$ 7,766,301.60	\$ 11,649,452.40
300	31-Mar	JHMX 99601-99720	120	\$ 3,000.00	\$ 61,719.18	\$ 7,766,301.60	\$ 19,415,754.00